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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN JOAQUIN**

15 FILIMON GUITRON and MOSES
16 DEVENDRA, as aggrieved employees pursuant
to the Private Attorneys General Act ("PAGA"),
17 on behalf of the State of California and other
non-party Aggrieved Employees,

18 Plaintiff,

19 v.

20 CALIFORNIA NATURAL PRODUCTS, a
California corporation; GEHL FOODS, LLC, a
21 Wisconsin limited liability company; and DOES
1 through 10, inclusive,

22 Defendants.
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Case No. STK-CV-UOE-2022-10423

Assigned to the Hon. Blanca Banaueles

~~PROPOSED~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT

Date: TBD 7/22/25
Time: 9:00 a.m.
Place: Department 10B

Complaint Filed: November 14, 2022
Trial Date: None Set

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STEPHANIE BOHRER, CLERK
By *[Signature]*
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1 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendants.

5 8. The Court approves the gross settlement amount of \$530,000. After deducting the
6 approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the
7 net settlement amount of \$310,669.38 will be allocated as follows: Seventy-Five Percent (75%), or
8 approximately \$233,002.04, shall be paid to the California Labor and Workforce Development Agency,
9 and the remaining Twenty-Five Percent (25%), or approximately \$77,667.34, shall be paid to Aggrieved
10 Employees.

11 9. The Court hereby awards \$176,667 in attorneys' fees and \$26,013.62 costs to Plaintiffs'
12 Counsel, Capstone Law APC and Lavi & Ebrahimi, LLP. The award of attorneys' fees and costs will
13 be divided as follows: (a) \$159,000.30 in attorneys' fees and \$21,634.16 in litigation costs to Capstone
14 Law APC; and (b) \$17,666.70 in attorneys' fees and \$4,379.46 in litigation costs to Lavi & Ebrahimi,
15 LLP. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a
16 PAGA action such as this; i.e., one-third of the common fund created by the settlement. Counsel have
17 also established the reasonableness of the requested award of attorneys' fees via their lodestar
18 crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates are reasonable.

19 10. The Court approves Service Awards of \$5,000, each, to Filimon Guitron and Moses
20 Devendra.

21 11. The Court approves General Release Payments of \$10,000, each, to Filimon Guitron
22 and Moses Devendra.

23 12. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and
24 approves Settlement Administration Costs of \$6,650.

25 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
26 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
27 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
28 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee

1 under PAGA is binding not only on the named employee plaintiff but also on state labor law
2 enforcement agencies and any aggrieved employee not a party to the proceeding).

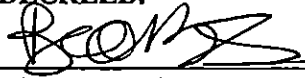
3 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
4 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
5 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

6 15. This document shall constitute a judgment under California Code of Civil Procedure §
7 664.6.

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9 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

10 Date

7/22/25



Hon. Blanca Banuelos
San Joaquin County Superior Court Judge